


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912DW-04-R-0020	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	July 13, 2004	1

IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.

4. CONTRACT NUMBER W912DW-05-D-1005	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-4033-8863	6. PROJECT NUMBER
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-CU PO Box 3755 Seattle, WA 98124-3755	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-CU Seattle, WA 98124-3755 HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2329	
9. FOR INFORMATION CALL 	A. NAME See Information Page inside Front Cover	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) See Information Page inside Front Cover

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for Miscellaneous Remediation Construction Services, Bunker Hill Mining and Metallurgical Complex Superfund Facility for the States of Idaho and Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

- Solicitation No. W912DW-04-R-0020 dated 13 July 2004 with 9 amendments thereto.
- Wage Determinations No. WA20030001 with 19 modifications, ID20030017 with 6 modifications and ID20030019 with 9 modifications.
- See Page 00010-3 - 00010-3c for Alterations to the Contract.

NOTE: Award will be made pursuant to the Small Business Competitive Demonstration Program

11. The Contractor shall begin performance within Per TO calendar days and complete it within Per TO calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See * Paragraph SC-1, 00800 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time August 13, 2004 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee ☒ is, ☐ is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Ferguson Contracting, Inc.

Attn: Don Ferguson

PO Box 642 110 Wildcat Way

Kellogg, ID 83837

Tax ID No: 82-0535956 DUNS No: 043755003

eMail: dsfergusoncontracting@usamedia.tv

15. TELEPHONE NUMBER (Include area code)

208-784-7604

Fax No.: 208-783-1164

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

See Page 00010-5 thru 00010-13

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS


(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	0001	0002	0003	0004	0005	0006	0007	0008	0009
DATE	08/02/04	08/11/04	08/18/04	08/20/04	08/23/04	08/25/04	08/27/04	09/02/04	09/02/04

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Don Ferguson, President

20B. SIGNATURE



20C. OFFER DATE

10/15/04

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

Base Year (Per Schedule Base 00010-5 - 00010-7 and 00010-14 - 00010-16)

22. AMOUNT

NTE

\$1,199,635.50

23. ACCOUNTING AND APPROPRIATION DATA

See Alterations Page 00010-3

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

USACE - Seattle District
Northwest Area Office
PO Box 92146
Tillicum, WA 98492-0146

27. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-500

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

SHARON GONZALEZ

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY



11/24/04

STANDARD FORM 1442 BACK (REV. 4-85)

ALTERATIONS IN CONTRACT
(FAR 52.252-4) (APR 1984)

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. The following new and revised Davis Bacon Wage Rates hereby supersedes and replaces the referenced old Davis Bacon Wage Rates that follow Section 00800, in their entirety:

OLD: General Decision Number WA20030001, Modification 13, 08/20/04

NEW: General Decision Number WA20030001, Modification 19, 11/19/04

OLD: General Decision Number ID20030017, Modification 4, 08/20/04

NEW: General Decision Number ID20030017, Modification 6, 10/22/04

OLD: General Decision Number ID20030019, Modification 6, 08/20/04

NEW: General Decision Number ID20030019, Modification 9, 11/12/04

2. In accordance with Section 00840, page 00840-2, paragraph 5, INDEFINITE QUANTITY, FAR 52.216-22, two percent of the maximum possible amount for the base year of this contract is hereby obligated. Accounting and Appropriation data are as follows:

68X81450000 000000 3200019F72J010341 NA NA - \$23,992.71

3. The contractor's technical proposal dated 7 September 2004 is hereby incorporated into and made a part of this contract award.

4. In Section 00700, remove Clause 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Oct 2003) and replace with the attached Clause 252.226-7001, Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004).

252.226-7001, UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

(a) *Definitions.* As used in this clause--

“Indian” means—

- (1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and
- (2) Any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

“Native Hawaiian small business concern” means an entity that is—

- (1) A small business concern as defined in Section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and
- (2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to—

(1) For matters relating to Indian organizations or Indian-owned economic enterprises:

U.S. Department of the Interior
Bureau of Indian Affairs
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street NW, MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns:

Department of Hawaiian Home Lands
PO Box 1879
Honolulu, HI 96805.

The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made—

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated

cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

5. The Not to Exceed amount is broken down as follows:

Schedule A – Idaho

Line Items 0001 – 0030 (Base Year)

\$950,995.60

Line Items 0031 – 0060 (1st Option Year)

\$960,386.80

Line Items 0061 – 0090 (2nd Option Period)

\$953,172.00

Total Idaho -- \$2,864,554.40

Total Idaho and Washington -- \$3,608,738.50

Schedule A – Washington

Line Items 0091 – 0120 (Base Year)

\$248,639.90

Line Items 0121 – 0150 (1st Option Period)

\$250,827.70

Line Items 0151 – 0180 (2nd Option Period)


\$244,716.50

Total Washington -- \$744,184.10

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

I, Jennifer Ferguson certify that I am the Secretary Secretary of the Corporation named as Contractor herein; that Donald Scott Ferguson, who signed this contract on behalf of the Contractor was then president of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 (CORPORATE SEAL)
(Secretary)

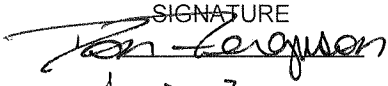
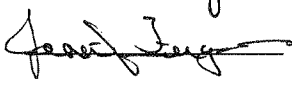
AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

none

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
Donald Scott Ferguson		<u>498-82-5082</u>
Jennifer Ann Ferguson		<u>519-96-3758</u>
_____	_____	_____
_____	_____	_____

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